IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

SUIT NO.1118 OF 1998

Central Bank of India ...Plaintiff

Versus

Shri Sanjay Y. Nagvekar ...Defendant

Smt Rekha Tolat i/by Tolat & Company for the Plaintiff.

CORAM : ABHAY S.OKA, J.
DATED : JULY 04, 2007.

P.C.:

1. Heard the Advocates appearing for the Plaintiff. Written Statement is not filed by the Defendant. According to the case of the Plaintiff a term loan of Rs.52,250/- was granted by the Plaintiff to the Defendant on 11th September, 1995. The term loan was for running STD/PCO business. According to the case of the Plaintiff, various documents such as articles of Agreement, a Letter of hypothication and a letter of authority were executed by the Defendant in favour of the Plaintiff on 11th September, 1995. The Plaintiff by their Advocate's letter dated 19th November, 1997 recalled the entire outstanding amount alongwith interest as the Defendant committed defaults in repayment of the loan.

2. The Plaintiff has annexed to the plaint true

copies of various documents executed by the Defendants. The Plaintiff has also annexed a true copy of certified extract of the loan account of the Defendant.

3. This is a fit case for invoking Rule 10 of Order VIII of the Code of Civil Procedure, 1908 for passing a decree against the Defendant.

4. Hence, there will be a decree in terms of prayer clauses (a) and (b).

5. The Defendant is directed to pay costs of the suit to the Plaintiff.

6. To enable the Plaintiff to take appropriate steps in execution of the decree, the interim order passed by this Court on 07th June, 2001 in Notice of Motion No.2038 of 1998 will continue to operate for a period of six months from today.

JUDGE